
BFI WASTE SYSTEMS OF LOUISIANA, LLC

Landfill: Monday – Sunday 4:00am – 12:00am
Solidification Building 24 hours/day; 7 days/week

The regional office shall be notified when the facility operates outside of normal working hours.

The maximum days of operation for the receipt of waste is seven days per week. The maximum hours of operation within a 24-hour period is 20 hours per day. The solidification basin may operate 24 hours per day, 7 days per week.

16.0 SURVEILLANCE PROCEDURES

This section addresses the surveillance and maintenance procedures for the landfill.

- Landfill personnel will visually inspect the levee berms and surrounding area for leaks, rills, outbreaks, and indications of erosion loss.
- Excessive vegetative growth that prevents proper access, inspection, or operation, or may provide a conduit for groundwater contamination, will be removed.
- If a leak in the landfill is discovered, the administrative authority will be notified in accordance with LAC 33:1. Chapter 39.

As described, operating logs and records concerning the type and quantity of waste disposed in the landfill will be maintained. The facility is inspected at least weekly for evidence of deterioration of the dikes, malfunction of the leachate collection system, or improper operations.

17.0 ANALYSIS PROCEDURES

Analyses of the water and groundwater are required to ensure proper operation of the facility, compliance with environmental permits, and to detect any vertical migration of waste constituents.

17.1 Water Sampling and Analysis

A laboratory will perform water permit analyses in accordance with water discharge permits. Landfill personnel will monitor appropriate outfall analytical data and notify the appropriate person immediately of any data that is not within the normal operating range.

17.2 Groundwater Analysis

Groundwater sampling and analyses will be performed in accordance with the plan described in the permit application. These QA/QC procedures will ensure that the sample preservation, handling, and analyses meet the specifications of SW-846.

18.0 QA/QC PLAN

18.1 Construction

Future maintenance, construction, and/or modification of the facility will be made to ensure compliance with permit conditions and to meet the operational needs of the facility. Selection of materials utilized for maintenance, construction, *etc.* will be accomplished utilizing established industry practices.

18.2 Erosion Control

Erosion control measures are implemented for the interim cover to reduce the erosive potential. Due to the activities occurring on a daily basis at the landfill, the following practices are used:

- Minimizing disturbance of existing vegetation
- Diverting surface water away from any disturbed area
- Reducing the velocity of surface water from the interim cover
- Establishing vegetation
- Installing silt fences

18.3 Waste Handling

Landfill personnel are responsible for the day-to-day operations of the solid waste disposal facility. Landfill personnel will inspect the contents of each truck on its arrival at the facility. Landfill personnel will then record the type, quantity, and source of the waste material. At this time, landfill personnel will inspect and ensure that the wastes deposited in the facility are only approved wastes. Landfill personnel have been trained in waste identification techniques to identify unacceptable wastes (*i.e.* wastes that contain free liquids, or that could be classified as hazardous). If the landfill operator identifies an unacceptable waste, the operator will contact the appropriate BFI representative. A representative from BFI will arrange for appropriate off-site disposal of unacceptable wastes in a permitted disposal facility.

18.4 Vector Control Measures

Daily and final covers will provide an effective means for controlling vectors. The daily cover material and interim materials used on-site will minimize vector-breeding areas and animal attraction by controlling fly, mosquito, and other insect emergency, rodent burrowing for food and harborage, and bird and animal attraction. In addition, waste will be deposited under facility supervision in the smallest practicable area and compacted. Although not anticipated, additional vector control measures will be taken, as necessary. A schedule of the type and frequency of vector control measures to be used will be submitted to the Office of

BFI WASTE SYSTEMS OF LOUISIANA, LLC

Environmental Services, Permits Division for approval prior to use. Any pesticides used will be applied in accordance with applicable State and Federal laws.

19.0 EMERGENCY PROCEDURES

This section addresses the emergency procedures for the landfill. A more detailed discussion of potential hazards and needed countermeasures are addressed in the facility's Safety-Emergency Contingency Plan.

Access to the landfill is by all-weather roads that are maintained to avoid hazardous conditions.

All equipment involved in facility operations including the waste management area is periodically inspected and maintained to prevent breakdowns and ensure the containment of wastes.

Severe weather conditions, such as hurricanes or other violent storms, may result in the closing of the facility, depending on the location and severity of such weather and the likelihood of direct impact on the facility. Decisions to close the facility in inclement weather are made by BFI management personnel.

An all-weather road will be constructed at the site, from the entrance to the active fill area, and will provide for site access during inclement weather. Cover material will be stockpiled near the working face to allow for continued operation during inclement weather.

20.0 RECORDKEEPING

BFI maintains routine management and administrative records and documentation necessary for the preparation of reports required by the LDEQ as outlined in the Solid Waste Rules and Regulations. These records will be maintained throughout the operational life of the facility and kept on file for at least three years after closure.

The recordkeeping system will contain the following, at a minimum:

- A copy of the current Solid Waste Rules and Regulations
- A copy of the permit application
- A copy of the permit, fully signed and executed
- A copy of any permit modifications
- Field notes for construction
- Operator training programs
- Daily logs
- Quality Assurance/Quality Control records
- Inspection by permit holder/operator
- Records demonstrating that liner systems are constructed/installed in accordance with appropriate assurance procedures

BFI WASTE SYSTEMS OF LOUISIANA, LLC

- Discharge monitoring data
- Groundwater sampling results
- A copy of the groundwater monitoring reports
- Monitoring, testing, analytical data
- Post-closure monitoring reports
- A record of releases from the facility
- A copy of the facility contingency plan
- Any other documents received from/submitted to the LDEQ

The facility will maintain a copy of all applicable environmental permits, annual reports, records, and other documents specified in the permit application as necessary for the effective management of the facility and for preparing the required reports. These records will also be used to ensure compliance with state and federal regulations. The records shall be maintained for the life of the facility and shall be kept on file for at least three years after closure.

The records will be utilized to ensure that the facility is operated in accordance with all applicable permits. The records will also be used as the foundation for all reports required by the LDEQ and for the management of information for control of facility operations.

An annual report will be submitted to the Office of Environmental Services, Environmental Assistance Division (OES-EAD) and Permits Division indicating quantities (expressed in wet-weight tons per year) and types and sources of material disposed during the reporting period. All calculations used to determine the amounts of waste disposed during the annual reporting period will be submitted to the OES-EAD and the Permits Division. This form will be updated if changed by the administrative authority. The reporting period for the annual report will be from July 1 through June 30 and will be submitted to the administrative authority by August 1 of each reporting year.

21.0 REVIEW

This section outlines the review procedures for this Operational Plan.

- Landfill personnel will verify that the operating procedures set forth in this plan are current and continue to reflect good engineering judgment for the operation of the facility.
- The plan shall be reviewed annually.
- The plan shall be modified and updated as deemed appropriate by landfill personnel.

BFI WASTE SYSTEMS OF LOUISIANA, LLC

APPENDIX AA
GAS MONITORING PROCEDURES

**BFI WASTE SYSTEMS OF LOUISIANA, LLC
COLONIAL LANDFILL
ASCENSION PARISH**

GAS MONITORING PROCEDURES

JUNE 2007

Prepared By:



PROVIDENCE

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Providence Engineering Project No. 018-005-016

BFI WASTE SYSTEMS OF LOUISIANA, LLC

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ATTACHMENTS

1	SAMPLE GAS MONITORING LOG
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BFI WASTE SYSTEMS OF LOUISIANA, LLC

1.0 INTRODUCTION

Pursuant to the requirements of LAC 33:VII.711.D.3.a, facilities that have the potential to produce methane gas are required to submit a gas monitoring plan to the Administrative Authority. The intent of this plan is to satisfy this regulation.

Colonial Landfill is a Type I/II Landfill authorized to receive municipal solid waste for disposal. This type of waste has the potential to form methane gas as a byproduct of decomposition. The purpose of this plan is to monitor methane gas concentrations at the landfill to ensure that the concentrations are at a safe level.

This plan is comprehensive in nature and includes construction standards for gas monitoring probes, sampling procedures, testing procedures, and schedules for testing.

2.0 GAS MONITORING SYSTEM**A. Perimeter Monitoring System**

Permanent monitoring probes are installed at strategic points around the property boundary. Please see Figure 9 of Appendix I for the approximate locations of the existing gas monitoring probes and probes that will be installed as construction proceeds into Area III. A label containing the information will be attached to each protective housing around the probe to provide permanent identification for the probe.

Probes will be placed as close to the property boundary as possible. Additional protection barriers (in the form of triangle guards) will be used around the probes.

B. Safety Procedures for the Construction of Landfill Gas Systems

All landfill gas extraction systems will be installed under the supervision of a qualified construction supervisor.

Personnel performing methane gas system construction or maintenance activity on or near refuse will be made aware of the existence of or the potential for development of hazardous conditions.

Anyone working within or near refuse will be advised of the possibility of methane gas resulting from the natural decomposition of refuse disposed of at the job site. Precautions will be taken to ensure the safety of workers and the public. These precautions are in addition to safety requirements of the local agencies having jurisdiction. Specific site conditions may also determine other measures to be taken to protect the health and safety of the workers and the public.

C. Structure Monitoring System

All structures located on the landfill are required to have a continuous gas detector and alarm system.

3.0 SAMPLING AND ANALYSIS PROCEDURES

A. Landfill Boundary Sampling and Analysis Procedure

All methane related information will be kept in a methane monitoring logbook, and monitoring results will be entered in the logbook. A sample of a log entry is included as **Attachment 1**.

The site will have a meter capable of detecting up to 100% of the lower explosive limit and the percentage by volume of methane. Gas meters will be the dual scale variety that allow reading for % LEL and % methane gas volume (*i.e.*, MSA Model 62S).

Landfill Gas Probe Sampling Procedures

Ensure meter calibration before sampling.

- Calibration may be performed with bottled calibration gas that can be obtained from MSA. A dual scale meter needs to be calibrated on 2% or 2½% methane for the LEL scale and 40% or 50% methane for the percentage of gas scale.
- Record the data on the Instrument Calibration Report, and keep a copy of the report in the Methane Gas Monitoring Logbook.
- If the meter does not calibrate properly then the filaments may need to be changed. If new filaments do not correct the problem, return the meter to the factory for service.
- Clear the meter and make sure each scale is set to zero by pumping the bulb with the probe in fresh air. Start each measurement with the instrument set to the percentage of gas to avoid over-ranging the meter and damaging the elements.
- Test the methane monitoring wells by removing the cap, inserting the probe into the pipe, and pumping the bulb to obtain a sample. Five to seven pumps are necessary to get a sample.
- Leave the caps on the probes until they are read. Stick the extension probe with a cork or rubber gasket around the probe into the annulus of the probe to prevent contaminated air from entering the probe and diluting the sample reading. Do not

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allow the cap to be off for great periods of time before you take any readings. The well should not be pumped for extended periods of time with the manual aspirator found on the MSA equipment.

- Read the percentage gas scale then switch over to the LEL scale. First read the % gas scale. If the reading is over 5% gas, the % LEL scale will not have to be read as 5% gas is equal to 100% LEL. If the % gas reading is less than 5%, the following procedures should be followed:
 - 1) Switch the meter to the LEL scale
 - 2) Pump the squeeze bulb another 3-5 times
 - 3) Record the data
 - 4) Remove the probe and clear the instrument by pumping clean air through both the LEL and percent gas chambers

B. Landfill Structure Sampling and Analysis Procedure

All structures located on the landfill are required to have a continuous gas detector and alarm system.

All continuous gas detectors (MACURCO 4S1D are most common) should be tested at least every 12 months.

In-structure gas testing of on or off-site buildings should be conducted at a time when the least amount of air circulation has taken place (very early morning, for example). Care should be taken to not create any ignition sources (light switches, matches, lighters, *etc.*) as concentrations may be at critical mixtures. Any levels noted should be cause for concern with immediate ventilation suggested. All normally closed spaces (closets, utility rooms) should be checked; as well as points where lines or conduits enter the structure. Floor drains and crawl spaces should also be checked. Before entering any closed-in spaces, perform an oxygen and hydrogen sulfide check. This would apply to crawl spaces, trenches, or large sewer drains.

4.0 GAS MONITORING

All probes will be monitored on a monthly schedule until 3 months of data is developed showing consecutive readings of 5% LEL or less in any landfill gas monitoring probe. After obtaining 3 months of 5% LEL or less data, probe monitoring frequency drops to quarterly (once every 3 months). If, during a quarterly monitoring event, landfill gas is detected, at or above 5% LEL in any single probe, monthly monitoring frequency should be resumed for that probe

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and the two adjacent probes, and an assessment of further actions will be made. At a minimum, monthly monitoring frequency shall continue until another quarter of 5% LEL or less data is obtained.

Should methane gas limits exceed 25 percent of the LEL in facility buildings or the LEL at the facility boundary, the following provisions will be started immediately to protect human life and to begin to develop a program to remedy the migration:

- Take necessary steps to ensure protection of human health
- Notify the Office of Environmental Compliance by telephone (225) 219-3700 during office hours; (225) 342-1234 after hours, weekends, and holidays; or by e-mail utilizing the Incident Report Form and procedures found at www.ldeq.org/surveillance
- Within seven days a copy of detection, a monitoring report will be submitted to the Office of Environmental Compliance that provides the methane levels detected and a description of the steps taken to protect human health
- Within 30 days of detection, a remediation plan will be submitted to the Office of Environmental Assessment, Technology Division for methane gas releases from the facility. This plan will describe the nature and extent of the problem and the proposed remedy
- Within 60 days the remediation plan will be implemented

A low or zero reading at one particular time is not conclusive of constant conditions. Landfill gas concentrations and their area of influence can change over time. Conscientious surveillance and true, careful readings are mandatory in conducting these surveys.

BFI WASTE SYSTEMS OF LOUISIANA, LLC

ATTACHMENT 1
SAMPLE GAS MONITORING LOG

BFI WASTE SYSTEMS OF LOUISIANA, LLC

APPENDIX BB
IMPLEMENTATION SCHEDULE

IMPLEMENTATION SCHEDULE
BFI Waste Systems of Louisiana, LLC
Colonial Landfill

Task	Year	1994-2004	2005-2015	2016-2026	2027-2037	2038-2048	2049-2059
Closure - Area 1		1994					
Gas Collection System - Area 1		1994-1995					
Construction Liner - Area II (construction as fill progresses)		1994-2006					
Closure Intermediate Areas - Area II (closure as final grades are reached)		1997-2008					
Construct Liner - Area IIA		2008-2009					
Construct Liner - Area IIB*		2009					
Construct Liner - Area IIC*				2011-2025			
Final Closure Landfill - Area II, IIA, IIB, IIC				2026			
Install Gas Collection System - Area II, IIA, IIB, IIC				1998-2032			
Post-Closure Landfill							2026-2056

* Area IIC may be constructed prior to Area IIB

BFI WASTE SYSTEMS OF LOUISIANA, LLC

APPENDIX CC
CLOSURE AND POST-CLOSURE COST ESTIMATES

TABLE 1
Closure Cost Estimate

COLONIAL LANDFILL FINANCIAL ASSURANCE COST ESTIMATE

Area Requiring Final cover

52.6 acres

Cost Item Description	Quantity	Unit	Unit Cost	Total Cost				
1.0 ENGINEERING								
1.1 Topographic survey	200	AC	\$333	\$66,667				
1.2 Boundary Survey for Affidavit	200	AC	\$100	\$20,000				
1.3 Site Evaluation	52.6	AC	\$100	\$5,260				
1.4 Development of Plans	250	Hours	\$100	\$25,000				
1.5 Construction Administration	150	Hours	\$75	\$11,250				
1.6 Admin. Cost for Certification of Final Cover and Affidavit to the Public	60	Hours	\$100	\$6,000				
1.7 Project Management, Construction Observation and Testing	52.6	AC	\$1,000	\$52,600				
ENGINEERING TOTAL				\$186,777				

2.0 CONSTRUCTION

2.1 Solidification Basin Closure

2.1.1 Mobilization/Demobilization	1	Each	\$1,500	\$1,500				
2.1.2 Dismantling Building	3	Days	\$2,866	\$8,598				
2.1.3 Cleaning (Basins and Adjoining Areas)	4	Days	\$2,866	\$11,464				
2.1.4 Dismantling Basins	3	Days	\$2,866	\$8,598				
2.1.5 Sampling/Analysis Underlying Soils	2	Days	\$1,500	\$3,000				

2.2 Final Cover system

2.2.1 Soil Placement and Processing

2.2.1a Barrier soil cap (24 inches)	169,723	CY	\$5.50 *	\$933,475				
2.2.1b Erosion Layer Placement (6 inches)	42,431	CY	\$6.50 *	\$275,799				

2.2.2 Liners (Material and Installation)

2.2.2a Mobilization/Demobilization	1	EACH	\$5,000	\$5,000				
2.2.2b Flexible Membrane Cover (40 MIL)	576,292	SQF	\$0.45	\$259,331				

2.3 Revegetation

	52.6	AC	\$850	\$44,710				
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2.4 Site Grading and Drainage

	52.6	AC	\$1,000	\$52,600				
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2.5 Closure of Leachate Tanks

2.5.1 Mobilization/Demobilization	1	EACH	\$2,000	\$2,000				
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2.5.2 Crew

	4	days	\$2,866	\$11,464				
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2.6 Completion of Gas Extraction System

2.6.1 Gas Extraction System	10	AC	\$4,800	\$48,000				
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CONSTRUCTION TOTAL

\$1,865,539

3.0 CONTRACT PERFORMANCE BOND

TOTAL CLOSURE COST

* Assumes that clay source is on-site

TABLE 2
Post-Closure Care Cost

COLONIAL LANDFILL FINANCIAL ASSURANCE COST ESTIMATE

Permitted Waste Footprint
Active Area
Closed Area (1994)
Groundwater Monitoring Wells

109 acres
52.6 acres
56.5 acres
28 wells

Post Closure Care Period
LFG Extraction Wells
Gas Monitoring Events
GW Monitoring Events

30 years
26 wells
4 per year
2 per year

Cost Item Description	Quantity	Unit	Unit Cost	Cost Estimate (latest estimate)	2004 Cost	Total for 30 years	Inflation Factor	2005 Total Cost
1.0 ENGINEERING								
1.1 Post-Closure Care Plan	52.6	Acre	\$200	\$10,520	\$10,520		1.017	\$10,698
				\$0	\$0		1.017	\$0
1.2 Site Inspection and Recordkeeping (annual) - including SWPPP and SPCC Inspections	52.6	Acre	\$50	\$2,630	\$78,900		1.017	\$80,241
	56.5	Acre	\$50	\$2,825	\$56,500		1.017	\$57,481
1.3 Correctional Plans and Specification (annual)	52.6	Acre	\$0	\$0	\$0		1.017	\$0
	56.5	Acre	\$0	\$0	\$0		1.017	\$0
1.4 Site Monitoring (Sampling, Analytical, and Reporting)								
1.4.1 Groundwater Monitoring								
1.4.1.1 Sampling	2	Events	\$2,100	\$4,200	\$126,000		1.017	\$128,142
1.4.1.2 Analytical	2	Events	\$7,000	\$14,000	\$420,000		1.017	\$427,140
1.4.1.3 Reporting	2	Documents	\$1,880	\$3,760	\$100,800		1.017	\$102,614
1.4.2 Gas Monitoring (quarterly)								
1.4.2.1 Sampling	4	Events	\$720	\$2,880	\$86,400		1.017	\$87,889
1.4.2.3 NSPS Reporting	1	Document	\$720	\$720	\$21,600		1.017	\$21,967
1.4.3 Storm water monitoring								
1.4.3.1 Sampling								
1.4.3.1.1 Semi-annual	2	Events	\$250	\$500	\$15,000		1.017	\$15,256
1.4.3.1.2 Quarterly for Construction	4	Events	\$120	\$480	\$14,400		1.017	\$14,645
1.4.3.2 Analytical								
1.4.3.2.1 Semi-annual	2	Events	\$250	\$500	\$15,000		1.017	\$15,255
1.4.3.2.2 Quarterly for Construction	4	Events	\$50	\$200	\$6,000		1.017	\$6,102
1.4.3.3 Reporting	4	Documents	\$240	\$960	\$28,800		1.017	\$29,290
1.5 Operation & Maintenance								
1.5.1 LFG								
1.5.1.1. Operator	1	Each	\$25,000	\$25,000	\$750,000		1.017	\$762,750
1.5.1.2 Blower, flare, system repairs	1	Each	\$10,000	\$10,000	\$300,000		1.017	\$305,100
1.5.2 Leachate Collection System	1	Each	\$1,000	\$1,000	\$30,000		1.017	\$30,510
1.6 Cover Maintenance and Mowing	52.6	Acre	\$200 per acre	\$10,520	\$315,600		1.017	\$320,065
	56.5	Acre	\$200 per acre	\$11,300	\$226,000		1.017	\$229,642
ENGINEERING SUBTOTAL				\$101,595	\$2,601,520		1.017	\$2,645,746
2.0 CONSTRUCTION/MAINTENANCE (Roads, fencing, ponds, and buildings)	52.6	Acre	\$15	\$789	\$23,670		1.017	\$24,072
	56.5		\$15	\$848	\$16,950		1.017	\$17,238
3.0 DISPOSAL/MAINTENANCE								
3.1 Leachate (Truck to POTW)	1,400,000	gallons per year	\$0.045	\$63,000	\$1,890,000		1.017	\$1,922,130
4.0 PERMITTING								
4.1 Air Permit Renewal	1		\$2,000	\$2,000	\$10,000		1.017	\$10,170
4.2 SPCC Plan Update	1		\$1,500	\$1,500	\$7,500		1.017	\$7,628
4.3 SWPPP Update	1		\$1,500	\$1,500	\$7,500		1.017	\$7,628
4.4 Annual Reports	1		\$1,000	\$1,500	\$45,000		1.017	\$45,765
ANNUAL POST-CLOSURE CARE COST				\$172,732	\$4,602,140		1.017	\$4,660,376

Notes:
SWPPP = Stormwater Pollution Prevention Plan
SPCC = Spill Prevention Control and Countermeasures
POTW = Publically Owned Treatment Works

BFI WASTE SYSTEMS OF LOUISIANA, LLC

APPENDIX DD
EXAMPLE OF CLOSURE DOCUMENT

BFI WASTE SYSTEMS OF LOUISIANA, LLC

**Document to be Filed in the Parish Records upon Final Closure of a
Solid Waste Disposal Facility**

(Name of permit holder) hereby notifies the public that the following described property was used for the disposal of solid waste. This site was closed on (date facility was closed) in accordance with the *Louisiana Administrative Code*, Title 33, Part VII. Inquiries regarding the contents of (the facility) may be directed to (name of person with knowledge of the contents of the facility) at (address of person with knowledge of the content of the facility).

Property Description

(Specific Description of the Location of the Facility)

Signature of Person Filing Parish Record

Typed Name and Title of Person Filing
Parish Record

Date

(A true copy of the document must be certified by the parish clerk of court.)

BFI WASTE SYSTEMS OF LOUISIANA, LLC

APPENDIX EE
FINANCIAL DOCUMENTATION/ANNUAL REPORT

BFI WASTE SYSTEMS OF LOUISIANA, LLC

FINANCIAL DOCUMENTATION

Wells Fargo 18819600

Div L34-BFI Waste Systems of Louisiana, LLC/Colonial LF

**SOLID WASTE FACILITY TRUST
AGREEMENT/STANDBY TRUST AGREEMENT**

Trust Agreement, the "Agreement" entered into as of December 8, 2005 by and between BFI Waste Systems of Louisiana, LLC, a Delaware Limited Liability Company, the "Grantor," and Wells Fargo N.A., a National Bank, the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the state of Louisiana, has established certain regulations applicable to the Grantor, requiring that a permit holder or applicant for a permit of a solid waste processing or disposal facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility identified herein;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected Wells Fargo Bank, N.A. to be the trustee under this Agreement, and Wells Fargo Bank, N.A. is willing to act as trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement:

(a). The term *Grantor* means the permit holder or applicant who enters into this Agreement and any successors or assigns of the Grantor.

(b). The term *Trustee* means the Trustee who enters into this Agreement and any successor trustee.

(c). The term *Secretary* means the Secretary of the Louisiana Department of Environmental Quality.

(d). The term *administrative authority* means the Secretary or a person designated by him to act therefor.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

SECTION 3. ESTABLISHMENT OF FUND

The Grantor and the Trustee hereby establish a trust fund, the "Fund", for the benefit of the Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no third party shall have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, in trust, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the administrative authority.

SECTION 4. PAYMENT FOR CLOSURE AND/OR POST-CLOSURE CARE OR LIABILITY COVERAGE

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for closure and/or post-closure expenditures in such amounts as the administrative authority shall direct in writing. In addition,

the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISED BY THE FUND

Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

(a). Securities or other obligations of the Grantor, or any owner of the facility or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government.

(b). The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(c). The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT

The Trustee is expressly authorized, at its discretion:

(a). To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b). To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1, et seq., including one which may be created, managed, or underwritten, or one to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares at its discretion.

SECTION 8. EXPRESS POWERS OF TRUSTEE

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a). To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b). To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c). To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in

the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all securities are part of the Fund;

(d). To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e). To compromise or otherwise adjust all claims in favor of, or against, the Fund.

SECTION 9. TAXES AND EXPENSES

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and other proper charges and disbursements of the Trustee shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the administrative authority, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor or trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall in writing specify to the Grantor, the administrative authority, and the present Trustee by certified mail 10 days before such change becomes effective the date on which it assumes administration of the trust. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the persons designated in the attached Exhibit A or such other persons as the Grantor may

designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the administrative authority to the Trustee shall be in writing and signed by the administrative authority. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor or administrative authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or administrative authority, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any direction by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all reasonable expenses incurred in its defense in the event that the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW

This Agreement shall be administered, construed, and enforced according to the laws of the state of Louisiana.

SECTION 20. INTERPRETATION

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized [and their corporate seals to be hereunto affixed] and attested to as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in LAC 33:VII.727.A.2.d.ix, on the date first written above.

Div L34-BFI Waste Systems of Louisiana, LLC/Colonial LF

WITNESSES:

White
Connie J. Kechich
 Its: Pres. & Asst. Pres.
 [Seal]

GRANTOR:

BFI Waste Systems of Louisiana, LLC
 By: [Signature]
 Tom Martin, Treasurer

TRUSTEE:

Wells Fargo Bank, N.A.
 By: [Signature]
 Its: Vice President
 [Seal]

STATE OF ARIZONA
 COUNTY OF MARICOPA

BE IT KNOWN, that on this 9th day of December, 2005, before me, the undersigned Notary Public, duly commissioned and qualified within the State and County aforesaid, personally came appeared Tom Martin, to me known, who, being first duly sworn, declared and acknowledged that he is the Authorized Agent and that he signed and executed the foregoing instrument with full authority on behalf of said corporation.

SUBSCRIBED AND SWORN to before me this 9th day of December, 2005.

[Signature]
 NOTARY PUBLIC

My commission expires:

9-17-08



Notary Public State of Arizona
 Maricopa County
 Susanne A Webb
 Expires September 17 2008

Certification of Acknowledgement

STATE OF ARIZONA
COUNTY OF MARICOPA

BE IT KNOWN, that on this 9th day of December, 2005, before me, the undersigned Notary Public, duly commissioned and qualified within the State and County aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Tom Martin, to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of the BFI Waste Systems of Louisiana, LLC, a limited liability company, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the Treasurer of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and County aforesaid, on the day and date first hereinabove written, and in the presence of Joanna White and Connie Decich, competent witnesses, who have hereunto subscribed their name as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

Joanna White
Connie Decich
Susanne A. Webb

NOTARY PUBLIC



Notary Public State of Arizona
Maricopa County
Susanne A Webb
Expires September 17 2008


Schedule Date: 10/20/2006
Wells Fargo standby trust # 18819600
Trust date 12/08/05
Grantor reference L34 – BFI Waste Systems of Louisiana, LLC/Colonial Landfill
AI# 4803
Permit # TD-005-0532 / P-0021
Tempo Permit Activity Number: 20050002

Schedule A

Permit number:	AI # 4803/TD-005-0532 / P-0021 / 20050002
Bond number:	1002227
Name:	Colonial Landfill
Site Address:	5328 Louisiana Hwy 70. Sorrento, LA 70778
Mailing Address:	5328 Louisiana Hwy 70. Sorrento, LA 70778
Closure cost estimate date:	10/20/06
Closure cost estimate:	\$1,665,539.00
Post closure cost estimate date:	10/20/06
Post Closure cost estimate:	\$ 4,680,376.00

Grantor:

Trustee:



Michael S. Burnett
Treasurer



Brenda Black

Schedule Date: 10/20/2006
Wells Fargo standby trust # 18819600
Trust date 12/08/05
Grantor reference L34 – BFI Waste Systems of Louisiana, LLC/Colonial Landfill
AI# 4803
Permit # TD-005-0532 / P-0021
Tempo Permit Activity Number: 20050002


Schedule B

The agreement is not presently funded but shall be funded by Performance Bond #1002227 used by Colonial Landfill "Grantor" in accordance with the terms of the document dated September 22, 2006.

Surety Name:	Lexon Insurance Company
Surety Address:	10002 Shelbyville Rd., Suite 100, Louisville, KY 40223
Bond number:	1002227
Facility Name:	BFI Waste Systems of Louisiana, LLC/Colonial Landfill
Facility Agency Interest Number:	AI # 4803
Facility Permit Number:	TD-005-0532 / P-0021

Grantor:

Trustee:


Michael S. Burnett
Treasurer


Brenda Black

Schedule Date: 10/20/2006
Wells Fargo standby trust # 18819600
Trust date 12/08/05
Grantor reference L34 – BFI Waste Systems of Louisiana, LLC/Colonial Landfill
AI# 4803
Permit # TD-005-0532 / P-0021
Tempo Permit Activity Number: 20050002

Exhibit A

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated below:

Michael S. Burnett
Treasurer

John Quinn
Sr. Vice President, Finance

Patrick Kohn
Sr. Accounting Manager

Grantor:

Trustee:


Michael S. Burnett
Treasurer


Brenda Black

**SOLID WASTE FACILITY
CERTIFICATE OF LIABILITY INSURANCE**

Secretary
Louisiana Department of Environmental Quality
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313
Attention: Office of Environmental Services,
Water and Waste Permits Division

Dear Sir:

1. American International Specialty Lines Insurance Company, the "insurer" of 70 Pine Street, New York, New York, 10270 hereby certifies that it has issued liability insurance covering bodily injury and property damage to BFI Waste Systems of Louisiana, LLC, the "insured", of 15880 N. Greenway Hayden Loop, Scottsdale, Arizona 85260-1648 in connection with the insured's obligation to demonstrate financial responsibility under LAC 33:VII.727.A.1. The coverage applies at Facility Number D-2-0532, Colonial Landfill, Permit Number P-0021, 5328 Highway 70, Sorrento, Louisiana 70778 for sudden and accidental occurrences. The limits of liability are \$1,000,000 each occurrence and \$1,000,000 annual aggregate, per site, exclusive of legal-defense costs. The coverage is provided under policy number PLS 1897804, issued on June 1, 2006. The effective date of said policy is June 1, 2006.

2. The insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

(b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in LAC 33:VII.727.A.1.d.ii, iii, or iv.

(c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.

(d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice is received by the administrative authority.

(e). Any other termination of the insurance will be effective only upon written notice and upon lapse of 30 days after a copy of such written notice is received by the administrative authority.

3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33:VII.727.A.1.d.i.(e) as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.



Ryan Calabrese
National Accounts Regional Manager
Authorized Representative of American International
Specialty Lines Insurance Company
2929 Allen Parkway, Suite 1300, Houston, Texas 77019-2128

Duplicate Original

LEXON Insurance Company
1006 Melbyville Road
Suite 100
Louisville, KY 40223

CONTINUATION CERTIFICATE
*To be attached to and form a
part of Bond described below.*

Louisiana Department of Environmental Quality
Office of Environmental Assistance
Permits Division
P.O. Box 4313
Baton Rouge, LA 70821-4313

Date: 22-Sep-06

Re: Allied Waste Industries, Inc
5328 Louisiana HWY 70
Sorrento, LA 70778
Bond #: 1002227

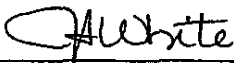
The LEXON Insurance Company, hereinafter called the "Company," as Surety on Bond No.: 1002227 issued on the 20th day of OCTOBER, 2003 on behalf of Allied Waste Industries, Inc, Principal, in favor of Louisiana Department of Environmental Quality Office of Environmental Assistance, Obligee, hereby certify that this bond is continued in full force and effect until the 20th day of OCTOBER, 2007, subject to all covenants and conditions of said bond.

This bond, in the current sum of SIX MILLION THREE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED FIFTEEN AND 00/100 Dollars (\$6,345,915.00), has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the 22nd day of SEPTEMBER, 2006.

Allied Waste Industries, Inc

Principal



By Jo Lynn White, Secretary

LEXON Insurance Company

Surety

By 

Sandra F. Harper

Attorney-in-Fact

POWER OF ATTORNEY

LX - 009908

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Mary E. Joseph, Tammy Masterson, Brook T. Smith, Kathy Hobbs, ***

Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican, Virginia E. Woolridge ***

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 6,400,000.00 Six million four hundred thousand dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 22nd Day of September, 2006.



Donald D. Buchanan
Secretary

Duplicate Original

SOLID WASTE FACILITY PERFORMANCE BOND

Date bond was executed: November 11, 2005Effective date: August 25, 2005Principal: BFI Waste Systems of Louisiana, LLC 5328 Louisiana Hwy 70, Sorrento, LA 70778Type of organization: Limited Liability CompanyState of incorporation: DelawareSurety: Lexon Insurance Company 10002 Shelbyville Rd., Suite 100, Louisville, KY 40223LHW/EPA ID No: DEQD-2-D532; Colonial Landfill 5328 Louisiana Hwy 70, Sorrento, LA 70778Closure Amount: \$1,665,539.00Post-Closure Amount: \$4,680,376.00Total penal sum of bond: \$ 6,345,915.00Surety's bond number: 1002227

Know All Persons By These Presents, That we, the Principal and Surety hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where Sureties are corporations acting as cosureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA) and the Louisiana Environmental Quality Act, R.S. 30:2001, et seq., to have a permit in order to own or operate the solid waste facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit; and

WHEREAS, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of the facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended;

AND, if the Principal shall faithfully perform post closure care of each facility for which this bond guarantees post-closure care, in accordance with the closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended;

OR, if the Principal shall provide financial assurance as specified in LAC 33:VII.727.A.2 and obtain written approval of the administrative authority of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the administrative authority, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described hereinabove.

Upon notification by the administrative authority that the Principal has been found in violation of the closure requirements of the *Louisiana Administrative Code*, Title 33, Part VII, or of its permit, for the facility for which this bond guarantees performances of closure, the Surety shall either perform closure, in accordance with the closure plan and other permit requirements, or place the closure amount guaranteed for the facility into the standby trust fund as directed by the administrative authority

Upon notification by the administrative authority that the Principal has been found in violation of the post-closure requirements of the *Louisiana Administrative Code*, Title 33, Part VII, or of its permit for the facility for which this bond guarantees performance of post-closure, the Surety shall either perform post-closure in accordance with the closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the administrative authority

Upon notification by the administrative authority that the Principal has failed to provide alternate financial assurance as specified in LAC 33:VII.727.A.2 and obtain written approval of such assurance from the administrative authority during the 90 days following receipt by both the Principal and the administrative authority of a notice of cancellation of the bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the administrative authority

The Surety hereby waives notification of amendments to closure plans, permit, applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have lapsed beginning on the date that both the Principal and the administrative authority received the notice of cancellation, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

Principal and Surety hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33:VII.727.A.2 and the conditions of the solid waste facility permit so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and the Surety have executed this PERFORMANCE BOND and have affixed their seals on the date set forth above.

Those persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Louisiana and that the wording of this surety bond is identical to the wording specified in LAC 33:VII.727.A.2.f.viii, effective on the date this bond was executed.

PRINCIPAL

BFI Waste Systems of Louisiana, LLC

By: *C. White*
(Names and Title)

[Corporate seal]

CORPORATE SURETY

Lexon Insurance Company

State of incorporation: Texas

Liability limit: \$ 6,345,915.00

By: *Sandra F. Harper*
Sandra F. Harper, Attorney-in-Fact

[Corporate seal]

[For every cosurety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$ 126,918.00

POWER OF ATTORNEY

LX - 008965

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Mary E. Joseph, Tammy Masterson, Brook T. Smith, Kathy Hobbs,

Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie Henry, Julie Radican, Virginia E. Woolridge

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 8,000,000.00 Eight million dollars dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 11th Day of November 2005.



Donald D. Buchanan
Secretary

BFI WASTE SYSTEMS OF LOUISIANA, LLC

ANNUAL REPORT

BEST COPY OF THE NEXT 17 PAGES

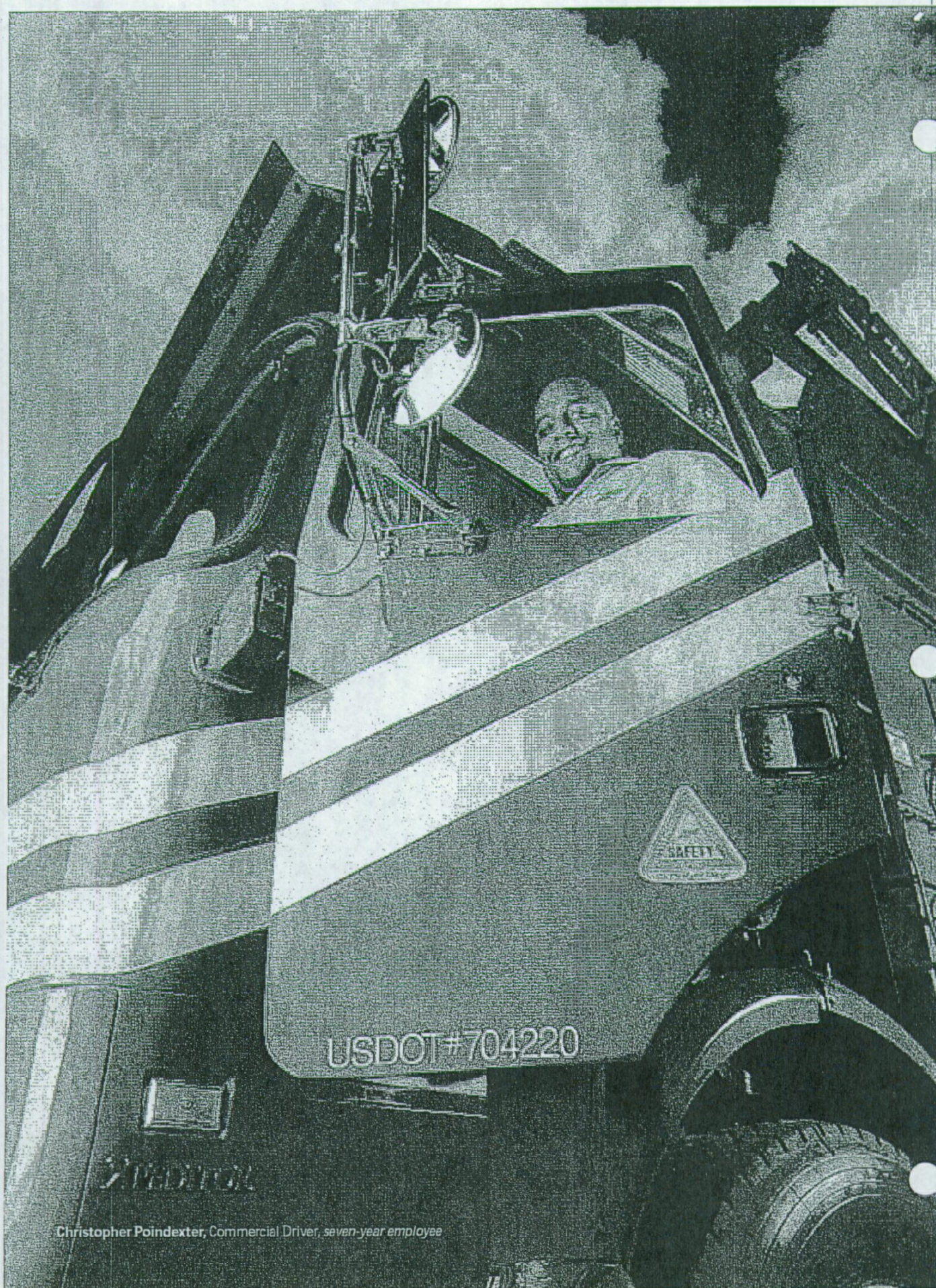


The Fabric of Our Organization

Annual Report 2004



Christopher Poindexter, Commercial Driver, seven-year employee



Christopher Poindexter, Commercial Driver, seven-year employee

The Fabric of Our Organization

In 2004, Allied Waste began the development and implementation of a comprehensive standards and best practices program called Excellence Driven. We initiated leadership changes, and we realigned our field operating and reporting structure. In short, we made some big changes. Yet, the true fabric of our organization remains unchanged. A resilient, complex tapestry woven of **pride, integrity, unity** and **determination**. It is held together by the durable thread of **excellence**.

PRIDE

Bound by the thread of excellence

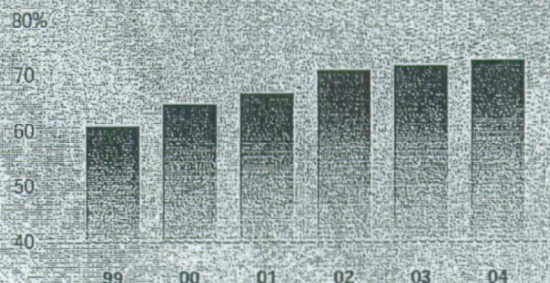
Allied is the second-largest non-hazardous solid waste management company in the United States, with annual revenues of nearly \$5.4 billion and assets of more than \$13 billion. We serve approximately 10 million residential, commercial and industrial customers in 122 major markets within 37 states.

Our long-held strategy of managing a domestic vertically integrated business helps maximize the efficiency of our operations. Allied's internalization rate, which represents the amount of waste we collect and deliver to our own landfills, rose to 73 percent in 2004—the highest we've ever achieved and the highest in the industry. Allied also maintains a number one or number two position in nearly every market we serve.

In connection with our standards and best practices program, we began to implement some exciting changes throughout the organization in 2004. We take pride in the fact that we are doing what is right for the company, but with every change comes a challenge. Fortunately, our employees have embraced these recent changes not as obstacles, but as opportunities.

Throughout this past year of transition, the fabric of our organization has been carefully maintained and fortified by our committed team of nearly 26,000 proud Allied employees.

Collection Internalization Rate



THE FABRIC OF OUR ORGANIZATION

The Fabric of Our Organization

INTEGRITY

The character of our fiber

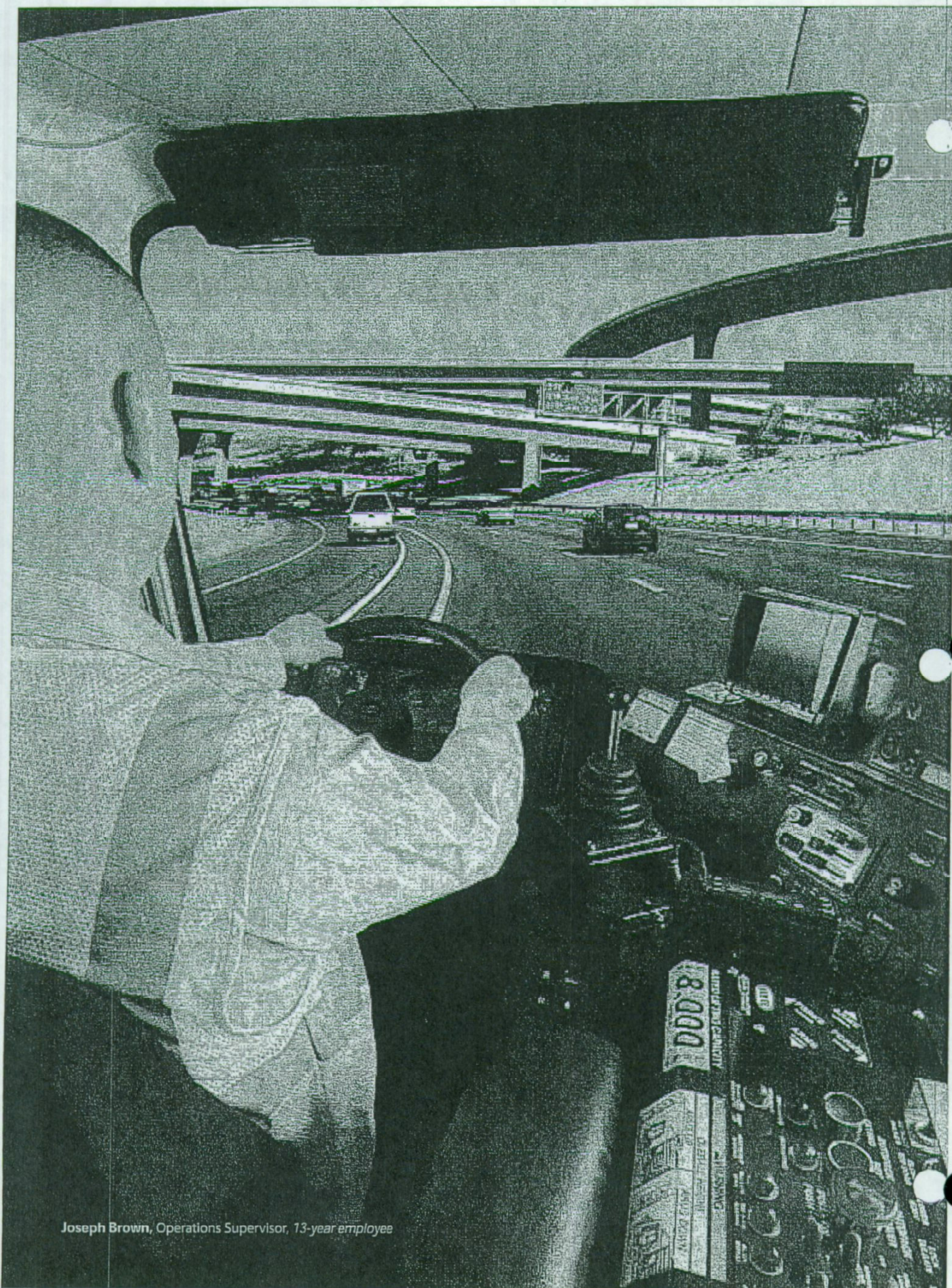
A landfill's main purpose, and one of its greatest challenges, is to contain solid waste in such a way that the environment is protected. The integrity of the landfill liner—which serves as a barrier between trash and outside soil and groundwater—is critical to the success of that objective. It is the foundation upon which the entire operation relies, and it must be impenetrable. The same can be said for the integrity of our company.

As a major public company providing a vital service in the United States, we have many important obligations. Our customers expect reliable service at fair market prices. Our communities expect ethical behavior in our environmental safeguards and our financial reporting. Our stockholders expect us to grow the business, not just maintain it.

The integrity of our daily business practices and the people who execute them are critical to our overall success. Allied's nine regional vice presidents have an average of 28 years experience in this industry, and our 57 district managers and more than 200 general managers are some of the best and most experienced operating personnel in the waste business. Our nearly 12,000 drivers take the safety of their communities to heart every time they get behind the wheel. Our sales force strives to develop mutually beneficial relationships with each and every client. The company employs hundreds of financial and accounting professionals, as well, each one of whom are committed to accurately and honestly report the results of our business activities.

Our integrity provides a sturdy foundation from which we strive for excellence every single day.





Joseph Brown, Operations Supervisor, 13-year employee

EXCELLENCE

The Fabric of Our Organization

EXCELLENCE

A pattern of quality

Last year Allied launched a long-term plan designed to improve our overall operations. There were several pockets of excellence within our operations, and we wanted to better understand and replicate that excellence company-wide. We announced these intentions to our people across the country. We told them Allied's best-practices initiative, named Excellence Driven or XD, would require a higher level of teamwork and sharing of ideas than ever before. They were up to the challenge.

XD is a broad-based effort aimed at consistently improving efficiency and reducing costs across the company. It focuses on 10 fundamental Allied Standards—ethics, finance, employees, safety, environmental, service, operations, sales, maintenance and image. The program has now been rolled out and is being implemented across the organization. It was an ambitious undertaking, one that is already yielding promising results.

Our model shop initiative is a strong example. Model shop addresses repair and maintenance costs, inventory levels, warranty recoveries, preventive maintenance compliance, scheduled versus reactive maintenance, fleet availability, mechanic productivity and several other important elements. We established the model shop processes at 10 shop locations last year and, already, each has increased its preventative maintenance compliance and reduced its fleet downtime. Our goal is to have close to 100 shop locations on board by the end of 2005.

Implementation of the other XD initiatives is progressing, and we are impressed by the positive reception that our field managers have given to these efforts overall. As the measurable benefits of each program become more distinct in each location across the country, the momentum will continue to build in our quest for excellence.



The Fabric of Our Organization

UNITY

Cut from the same cloth

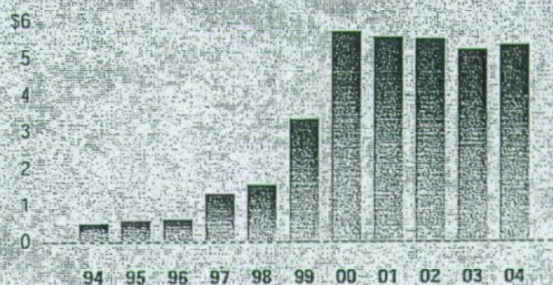
After more than a decade of strategic acquisitions, Allied had become a unique assemblage of hundreds of waste companies—National, Groen, Illiana, Midwest, Laidlaw, CCC, Rabanco and BFI, to name just a few. In a sense, each of these companies was cut from the same cloth. They had been serving their communities for decades. Many of our managers today are former owners and second- and third-generation industry professionals.

Allied has always valued the good names that our local operators have built in their respective communities. Yet, in our pursuit of excellence, we also must strengthen the value of the good name each of these entities share—Allied Waste.

Complementing our XD initiatives, we have launched a comprehensive corporate identity program that will allow our employees, customers and investors to quickly identify with our company, to fully appreciate the true meaning of being Allied. At the core of this effort lay the critical task of reinforcing and building Allied's image. From the cleanliness of our trucks and safety of our facilities, to the responsiveness of our workforce and dependability of our service—through our words as well as our actions, we will continue to convey Allied's commitment to excellence.

We are Allied. One name, one identity.

Revenues (in billions)







(left to right)

Thomas King, Sales Manager, six-month employee

Suad Hamzabegovic, Mechanic, four-year employee

Joseph Calvosa, Commercial Roll-off Driver, eight-year employee

Marissa Herrera, Sales Retention Representative, six-year employee

Isidro Hernandez, Residential Driver, 16-year employee